

TITLES X AND XX FAMILY PLANNING PROGRAM FY 2001 CONTINUATION RFP

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If your agency receives *ONLY Title XX funds*, complete only *SECTION II*.

If your agency receives *ANY Title X funds* in addition to your Title XX funds, complete *SECTION II and SECTION III*.

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SECTION I

A. INTRODUCTION

The Texas Department of Health (TDH) announces the availability of FY 01 funds under Title X of the Public Health Services Act and Title XX of the Social Services Block Grant. This Request for Proposal (RFP) contains the requirements that all applicants must meet to be considered for funding. Your application may be disqualified if it does not meet all of the requirements. You are solely responsible for the preparation and submission of an application in accordance with instructions contained in this RFP.

Please **read all materials** before preparing the application for each funding source for which you are applying. Some sections within the RFP contain additional instructions or may ask for additional information due to unique program requirements. **This is the instruction page for Titles X and XX funding.** Please arrange your Title X and XX application in the same order as the Table of Contents, found on page one of the Title X and XX RFP section.

B. WHO MAY APPLY

This RFP is the FY 01 non-competitive continuation application for the previously competitively awarded FY 97/98 funding for Titles X and XX. Your agency may not apply for additional funding sources outside of those which you already receive at this time. As this is a continuation application, all selected contractors are expected to continue to provide services/units of service in or benefitting the county(ies)/area as defined in the prior budget period contract, unless specifically stated in your application (e.g., as a result of a clinic closure or a previously approved program revision). All agencies must complete: 1) the consolidated section of the continuation RFP (primarily, this includes TDH forms and assurances) and 2) the section(s) specific to the funding source your agency receives. If your agency receives more than one funding source, you will need to complete the separate sections pertinent to each funding source.

C. BUDGET PERIOD AND AVAILABILITY OF FUNDS

All applicants, regardless of funding source, will be applying for the 12-month budget period of September 1, 2000, through August 31, 2001. The contract period will begin on or about September 1, 2000. Funding will depend upon satisfactory contractual performance (including attainment of performance measures), continued need, and the availability of funds. The specific dollar amount to be awarded to each applicant for FY 2001 will be based generally upon the merit and scope of the proposed project, the availability of funds, and documented progress of the project during the prior budget period. Funding may vary and is subject to change for each budget period.

D. USE OF TITLE X AND XX FUNDS

Title X and XX funds awarded through this RFP are to be used to support family planning projects and may not be used for any other project. Federal funds may not be used to supplant local or state funds.

E. TIMELINES

RFP kit available to applicants	March 15, 2000
Application Deadline to TDH	April 19, 2000
Written Notification to All Applicants of Funding Decisions	June 1, 2000
Contract Development and Execution	June 19 - August 31, 2000
Contract Effective Date	September 1, 2000

F. GETTING YOUR RFP QUESTIONS ANSWERED

For questions about the Titles X and XX section of this RFP, the contact person is listed below. Contact persons for other sections of the RFP are outlined in the instructions for each section. Employees and representatives of TDH other than those listed below cannot answer questions or otherwise discuss the content of the RFP with applicants. Failure to observe this

restriction may result in disqualification of any subsequent application. You may still contact other TDH program representatives for purposes unrelated to the RFP.

The TDH Family Planning Program is the sole point of contact with regard to all procurement and contractual matters relating to the Title X and XX services described in the RFP. TDH Family Planning Program is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP and any contract awarded as a result of this RFP. All communication concerning the Title X and XX portions of the RFP must be addressed to:

**Kammi Siemens
Family Planning Program
Texas Department of Health
1100 West 49th Street
Austin, TX 78756**

**Phone: 512/458-7444 x 2141
Fax: 512/458-7203
E-mail: kammi.siemens@tdh.state.tx.us**

The physical address for overnight and personal deliveries is:

**Texas Department of Health
Attn: Contract Management Section
1100 West 49th Street, Room M370
Austin, TX 78756**

G. APPLICATION DUE DATE, ASSEMBLY, AND FORMAT

Due Date

Your application must be *received* by 5:00 C.D.T. on April 19, 2000. *Applications received after the deadline will not be considered for review.* The number of applications you need to submit is determined by the number and type of funding sources you receive. If you hand-deliver your application, be sure to request a receipt at the time of delivery.

Assembly

1) One (1) original and two (2) copies of your completed Title X and/or XX proposal must be submitted to TDH Central Office. An additional two (2) copies of the proposal must be sent to the appropriate Public Health Regional Director(s). Your proposal should be addressed to:

**Texas Department of Health
Attn: Contract Management Section
1100 West 49th Street, Room M370
Austin, TX 78756**

**Public Health Regional Director
(See RFP Appendix Section A)**

Format

Faxes, e-mails, and incomplete applications will NOT be accepted.

Responses must be submitted in hardcopy format only (no electronic formats).

Each application should have a Table of Contents which follows the order of the Titles X and XX Section Table of Contents.

All pages should be clearly and sequentially numbered.

The original(s) and each copy must be submitted unbound.

All materials must be: 1) typed (computer or typewriter), 2) single-spaced, and 3) printed on one side only.

Electronically reproduced copies may be submitted for any of the forms provided in this packet only if copies maintain the exact wording and format of the RFP printed forms, including all captions and spacing.

Completed applications must be signed in ink by an authorized official and submitted with the required number of copies.

H. APPLICATION REVIEW, EVALUATION, AND NEGOTIATION

Titles X and XX Application Review

Title X and XX proposals will be reviewed by Family Planning Program staff at Central Office of TDH and the public health

regions in the appropriate geographic area of the proposed project, using the evaluation criteria outlined below. Recommendations will be discussed and staff will jointly make the final determination of funding. To maximize fairness for all applicants during the review period, TDH staff may only confirm receipt of an application and cannot discuss the application itself during the review process. All applications will remain with TDH and will not be returned to the applicant. Applications are initially screened for eligibility and completeness. This will include a review of the standard forms and assurances section which all TDH contractors must complete before receipt of funding from TDH. Applicants that do not meet the requirements in the RFP may not be considered for review, and the applicant will be notified in writing. A standardized review process will be used, and review tools will be developed based on the following criteria.

Title X and XX Evaluation Criteria

a and b. Face Pages:

The information should be current and complete.

c. Clinic Forms:

The information should be current and complete. A clinic form should be included for each clinic or family planning education site.

d. Services Profile Table:

Any service required by regulations must be provided on site, or an acceptable referral provider must be identified.

e and f. Male Involvement Activities/Community Participation and Outreach Calendars:

A BRIEF calendar of activities for the anticipated contract year must be included.

g. Family Planning Medicaid Billing History:

Current Medicaid provider status and funding received for all services proposed to be supported with Title X and/or XX funds must be shown or projected.

h. Performance Measures/Funds Gone Claims:

The proposal must contain a realistic projection of the number of unduplicated clients to be served as a result of this RFP.

Additional Title X Evaluation Criteria

a. Informational and Educational Advisory Committee Plan:

The I and E advisory committee must meet all requirements as set forth in section 1006 of the Public Health Service Act [42 U.S.C. 300] and 42 CFR 59.6.

b. Contractor Objectives:

All objectives must be quantified, attainable, and indicate a timeframe. The proposal must contain a realistic projection of the number of unduplicated clients to be served for Objective One. Ongoing objectives should indicate progress anticipated for the next budget period.

c through e. Budget Detail:

The budget must show that the applicant is financially solvent. The funding request must be reasonable in terms of the estimated number of clients served and the amount annually available.

f and g. Assurances

All assurances must be signed by an authorized official.

Negotiation

Once an award is made, a contract negotiation process is initiated. Applicants selected for contract awards may be asked to revise the budget they submitted, as well as their goals and objectives, based on the available funding. Please develop your budget using your FY 00 original award amount. It is expected that applicants selected for funding may be asked to revise the budgets, as well as the goals and objectives, of their proposals once a funding amount has been determined. Changes must be submitted in writing. Once the contract negotiation process is complete, TDH initiates the development of a contract. Each applicant whose proposal is selected for a contract will receive written notification. The letter, however, is not legally binding until there is a fully-executed contract. If you are not selected for contract renewal, you will also be notified in writing.

I. TDH ADMINISTRATIVE INFORMATION

Confidential Information

The applicant must clearly designate any portion(s) of this application that contains confidential information and state the reasons the information should be designated as such. Marking the entire application as confidential shall neither be accepted nor honored. If any information is marked as confidential in the application, TDH shall determine whether the requested information is excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552, VTCA. If it constitutes an exception and if a request is made by any other entity for the information marked as confidential, the information shall be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Applicants are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, applications to this RFP are subject to release as public information unless any application or specific parts of any application can be shown to be exempt from the Public Information Act, Chapter 552, Texas Government Code.

Contracting with Subrecipients and Vendors

Title X and XX contractors may enter into grant contracts with subrecipients or procurement contracts with vendors. Applicant will be responsible to TDH for the performance of any subrecipient or vendor. If a Title X or XX contractor enters into grant contracts with subrecipients or procurement contracts with vendors, the documents will be in writing and will comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Texas Department of Health Grant Contracts (see Appendix Section B for sample General Provisions). If an applicant plans to enter into a contract which delegates a substantial portion of the scope of the project i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, the applicant must submit justification to TDH and receive prior written approval from TDH before entering into the contract.

Contract Information

After the application review process is completed, the final funding amount and the terms of the contract shall be determined through negotiations between the Program and the applicant(s). The specific Scope of Work will be developed from information contained in the RFP and the application. TDH reserves the right to adjust the funding allocation during the term of the contract, pursuant to the terms of the contract. Any exceptions to any of the requirements in the RFP must be specifically noted and satisfactorily explained in the application as a condition for allowing those exceptions in the contract.

SECTION II

A. FACE PAGES

1a. Agency Legal Name:		
1b. APPLICANT Address (Street and Mailing address, city, state, and zip code):		
1c. PAYEE Name and Mailing Address (if different from above):		
1d. Phone: _____ FAX: _____		
1e. Federal Tax Identification No. or State of Texas Comptroller Vendor Identification No. (14 digit):		
1f. Applicant's Legal Authority to Contract:		
1g. Agency Malpractice Insurance Policy Number and Insurance Company:		
2. Type of Entity (enter appropriate letter, A through I): _____ If response is F. or G., is entity a HUB? Yes/No _____	A. City B. County C. Other Political Subdivision D. State Agency E. Nonprofit Organization	F. Individual G. For Profit Organization H. State Controlled Institution of Higher Learning I. Other (specify) _____
3. Type of Application (check one): New _____ Continuation _____		
4. Proposed Project Period: Start Date _____ End Date _____		
5a. Counties in Title X Service Area:		
5b. Counties in Title X Service Area Which Have a Clinic Site or Sites:		
5c. Counties in Title XX Service Area:		
5d. Counties in Title XX Service Area Which Have a Clinic Site or Sites:		
5e. If you Provide Family Planning Services with Title V Dollars, Please Indicate the Counties Which Have a Clinic Site or Sites:		
6. Amount of Your Original FY 00 Contract(s): Title V family planning* \$ _____ Title X \$ _____ Title XX \$ _____		
7. Amount of FY 01 Funding Request: Title X \$ _____ Title XX \$ _____		
8. . The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications contained in this RFP. I understand that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) an authorized to represent the applicant.		
8a. Typed Name and Title of Agency Administrator/Authorized Representative:		Phone: ()
8b. Signature Authorized Representative:		Date:

A. FACE PAGES CONTINUED

Applicant Agency Website:

Applicant's Authorized Representative:

Title:

E-Mail:

Phone/FAX:

Applicant's Project Director:

Title:

E-Mail:

Phone/FAX:

Applicant's Contact Person Regarding this Application:

Title:

E-Mail:

Phone/FAX:

Applicant's Financial Officer and/or Contact for Billing Activities:

Title:

E-Mail:

Phone/FAX:

Name of Person Responsible for Staff Development Activities:

Title:

E-Mail:

Phone/FAX:

Name of Person Responsible for Education Activities:

Title:

E-Mail:

Phone/FAX:

Name of Person Responsible for Quality Assurance Activities:

Title:

E-Mail:

Phone/FAX:

B. CLINIC INFORMATION

- B1.** Have you closed any clinic sites during the FY 99 or FY 00 contract period? **YES**_____ **NO**_____
- B2.** If you answered YES: Were Title X funds used at that site? **YES**_____ **NO**_____
- B3.** If you answered YES: Were Title XX funds used at that site? **YES**_____ **NO**_____
- B4.** If you answered YES: Were Title V family planning funds used? **YES**_____ **NO**_____

B5. List all clinic(s) and county location of any family planning clinics **closed** during FY 99 or 00 (continue list below if necessary):

- | | |
|--------------------------------|----------|
| <u>1.</u> (Year closed/clinic) | (county) |
| <hr/> | |
| <u>2.</u> (Year closed/clinic) | (county) |
| <hr/> | |
| <u>3.</u> (Year closed/clinic) | (county) |
| <hr/> | |
| <u>4.</u> (Year closed/clinic) | (county) |
| <hr/> | |
| <u>5.</u> (Year closed/clinic) | (county) |
| <hr/> | |
| <hr/> | |

B6. Clinic Operations

If your family planning clinic operations have significantly changed (i.e.- you have closed clinics or significantly reduced the number of clients seen) during the last fiscal year, briefly outline the changes below and give an explanation for the changes. Attach additional pages if necessary. Please remember that you must include TDH in the decision process before clinic closure if these closures were not described in your agency's previous RFP application.

C. CLINIC FORMS

A separate clinic form should be filled out for each family planning medical clinic or family planning education site. **Some of the information you provide on your clinic forms is used to update the women's health website and is accessible on the internet. Please be certain that each clinic form you submit has the most current and accurate information available!**

Indicate which of the following funding sources support services at this clinic: V ☐ X ☐ XIX ☐ XX ☐

Clinic Name: _____

Location of Site (Street, City, Zip): _____

County: _____ PHR: _____ Telephone: () _____

TITLE X CLINICS ONLY-

Please indicate pharmacy license # for each clinic site: _____

In order for clinic data to be collected for the FPAR, you MUST check the Title X indicator above.

Day	Specific Type of Services Provided/Clinic Type	Daily Hours of Operation	Monthly # of Clinics	Total # of Patients Seen Monthly
MONDAY Morning				Monthly Total*: _____ *Please note: if you have indicated a significant decrease in the monthly total number of patients seen at this clinic, be sure to indicate the reason in item B 6, "Clinic Operations."
Afternoon				
Evening				
TUESDAY Morning				
Afternoon				
Evening				
WEDNESDAY Morning				
Afternoon				
Evening				
THURSDAY Morning				
Afternoon				
Evening				
FRIDAY Morning				
Afternoon				
Evening				
SATURDAY Morning				
Afternoon				
Evening				

D. SERVICES PROFILE TABLE

Complete the following table for supplies or services provided with funding from Titles X and/or XX. *No supply or service items should be left blank without an explanation.*

Supply or Service	On-Site	Through Referrals	Identify Referral Provider
Oral Contraceptives <i>*note: providing a client with a prescription does not meet the definition of "on-site."</i>			
Diaphragm and/or Cervical Cap			
Depo-Provera			
IUDs			
Vaginal Spermicide and/or Male Condoms			
Female Condom			
Norplant - Inserts			
Norplant - Removals			
Female Sterilization			
Male Sterilization			
Natural Family Planning Instruction			
Emergency Contraceptive Pills			
HIV Testing			
STD Testing			
STD Treatment			
Medication for Genito-Urinary Infections <i>*note: providing a client with a prescription does not meet the definition of "on-site."</i>			
Dysplasia Services			
Preconceptional Counseling			
Pregnancy Testing			
Genetic Counseling			

Supply or Service	On-Site	Through Referrals	Identify Referral Provider
Education/Counseling on Reproductive Concerns/Contraceptives			
Abortions			
Adoptions			
Immunizations to Client			
Male Examinations			
Services for Perimenopausal/Postmenopausal Women			
Special Services for Adolescents			

D 1. Service Delivery Plan

If your service delivery plan has changed during the last fiscal year, briefly outline the changes below and give an explanation for the changes. Include an explanation for any item on the Services Profile Table which you do not provide on-site AND you do not list a referral provider. Attach additional pages if necessary. Please remember that you must include TDH in the decision process before making significant changes in your service delivery plan if these changes were not previously described in your agency's RFP application.

E. ACTIVITY CALENDARS

Please provide a separate calendar of anticipated activities for the time period from September 1, 2000 through August 31, 2001 for the following topics. The calendars should specify information about topics, location(s), and to the extent feasible, dates. Include additional pages as necessary in alpha-numeric order (i.e., 12a, 12b, etc.)

1. Male involvement activities
2. Staff development activities
3. Community participation and outreach activities

F. FAMILY PLANNING BILLING HISTORY

Complete the following table.

FISCAL YEAR		TERM	FAMILY PLANNING MEDICAID FUNDING RECEIVED	DESCRIPTION
1.	FY '98	9/1/97 - 8/31/98	\$	Actual Reimbursements
2.	FY '99	9/1/98 - 8/31/99	\$	Actual Reimbursements
3.	FY '00	9/1/99 - 8/31/00	\$	Projected Reimbursements

G. PERFORMANCE MEASURES

G1. In the event a contract is awarded, the following performance measures will be used in part to assess your agency's effectiveness in providing the services described in your application. Please estimate the number of unduplicated family planning clients to whom you will provide medical services between September 1, 2000 through August 31, 2001.

PERFORMING AGENCY will provide medical family planning services to _____ unduplicated clients (supply only visits are excluded) with services in or benefitting the county(ies)/Public Health Region(s): _____

G2. Please specify the number of clients that you estimate that your agency will serve with Title XX funds. This data is reported at the end of each budget period as a condition for continuing Title XX funds. *Time period: September 1, 2000 through August 31, 2001.*

G2. MEDICAL SERVICES
Women 19 and Under _____
Women 20 to 34 _____
Women 35 and Over _____
Males _____
Total Medical Clients _____
<i>(This figure should be the same as that listed in H1. above.)</i>

G3. Although education and outreach services should not be counted in the medical unduplicated user figure, education and outreach services are valued by TDH. Please indicate below the total number of educational and outreach clients you will serve. *This figure should not include any clients who ALSO received medical services*

G3. EDUCATION SERVICES
Female Education-Only and Outreach Clients _____
Male Education-Only and Outreach Clients _____
Total Education-Only and Outreach Clients _____

For purposes of this RFP, please use the following guidelines:

A **MEDICAL SERVICE** is generally considered a family planning encounter between a staff member (physician, mid-level, or other) and a client in which the client is provided one or more of the following: A pap smear; pelvic exam; rectal exam; testicular exam; breast exam; STD testing; sterilization; infertility treatment; blood pressure reading; or hemoglobin or hematocrit.

An **EDUCATION or OUTREACH SERVICE** is generally an encounter between a staff member (physician, mid-level, or other) and a client or clients in which the primary purpose is to provide educational services related to: reproductive anatomy/physiology; infertility; STD's; available birth control methods; uses, health risks and benefits of birth control methods; instruction regarding a particular method; counseling or outreach services of any kind within the context of family planning. Education, counseling, or outreach may occur in a group setting or on an individual basis, and should be documented in order to be counted. If a medical service is also provided at the same time as an educational service, the encounter is correctly identified as a medical service.

Laboratory tests, in and of themselves, do not constitute a medical encounter. However, if these tests are accompanied by family planning counseling or education, the encounter is considered a medical service. A pregnancy test visit would be correctly categorized as a medical service if counseling and/or education were also provided along with the lab test.

H. FUNDS GONE (SOL) CLAIMS -

Please estimate the amount of any Title XX Funds Gone (SOL) claims (claims for Title XX services that are provided after all Title XX funds have been expended):

FY 98 SOL Claims	\$ _____
FY 99 SOL Claims	\$ _____
Estimated FY 2000 SOL Claims	\$ _____

HISTORICALLY UNDERUTILIZED BUSINESSES

*Separate HUB forms must be completed for each funding source for which you are applying. Please complete the following HUB forms if you are applying for **Title XX funds**. If you are also applying for Title X funds, you must also complete the HUB forms in Section III for your Title X application.*

Historically Underutilized Businesses (HUBs). In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and 1 Texas Administrative Code (TAC), Sections 111.11-111.24, state agencies are required to make a good faith effort to assist HUBs in receiving contract awards issued by the state. The goal is to promote full and equal business opportunity for all businesses in contracting with the state. It is the intent of TDH that all TDH contractors make a good faith effort to subcontract with HUBs during the performance of the contract and to report their HUB subcontract activity to TDH on a quarterly basis.

If an application request will exceed \$100,000, there are specific good faith effort requirements that an applicant **must comply with as a condition of receiving a TDH contract award**. Copies of the applicable sections of TAC are available upon request.

Included on the following pages is the TDH “Good Faith Effort Program/Client Services Form,” as well as the quarterly reporting forms that are required if there are HUB subcontracting opportunities. The TDH HUB Program will review the required documentation and make any necessary follow-up contact with applicants. All questions concerning HUBs and TDH’s HUB Program should be directed to the TDH HUB Office Coordinator at 1-800-243-7487.

HUB DEFINITION

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as an entity with its principal place of business in this state that is:

- A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation’s control, operation, and management;
- B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by a economically disadvantaged person;
- C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership’s control, operation, and management;
- D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

“Economically disadvantaged person” is defined in Texas Government Code §2161.001(3) as “. . . a person who is economically disadvantaged because of the person’s identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.”



Applicant Name: _____
Application/RFP Deadline: _____
TDH RFP Name: _____

TEXAS DEPARTMENT OF HEALTH
HUB GOOD FAITH EFFORT PROGRAM(GFEP)/CLIENT SERVICES FORM

In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and Title 1 Texas Administrative Code (TAC) §111.11 through §111.24, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. The goal of this program is to promote full and equal business opportunities for all businesses in contracting with the state. See back of form for HUB definition.

The Texas Department of Health (TDH) is very committed to the HUB program and shall make a good faith effort to utilize HUBs in contracts for commodities and service purchases. TDH will achieve annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. A *subcontractor* is an entity that enters into a contract with a contractor (vendor) to provide the goods or services for which the contractor is responsible under the terms of its contract with TDH.

It is the intent of TDH that *all* TDH contractors make a good faith effort to subcontract with HUBs during the performance of their contract; however, **any business that enters into a Client Services contract with TDH for \$100,000 or more shall be required to make a good faith effort to award subcontracts to HUBs to meet the goal of 18.10%.** Any combination of the following subcontracting areas may be used to satisfy this goal:

- Commodity purchases (e.g. medical supplies, office supplies, laboratory supplies)
- Professional Services (e.g. physicians, nursing, laboratory services, pharmacy)
- Other Services (e.g. legal services, consulting, maintenance/repair services, computer services)

This Good Faith Effort Program goal does not prevent any business group from participating in contracting opportunities with the State of Texas. Further assistance and/or copies of the applicable sections of 1 TAC can be obtained by contacting the TDH HUB Program at (512) 458-7111, extension 3760 or 1-800-243-7487.

INSTRUCTIONS:

Applications for contract funds totaling less than \$100,000 - Applicants are encouraged to voluntarily comply with the HUB Good Faith Effort Program, complete and return this HUB Good Faith Effort Program/Client Services Form with the application, and if a contract is awarded, to submit Quarterly Reports regarding HUB subcontracting activity. However, for applications less than \$100,000, completion of this form and Quarterly Reports are not mandatory.

Applications for contract funds totaling \$100,000 or more - Applicants are required to: comply with the HUB Good Faith Effort requirements, complete and return this HUB Good Faith Effort Program/Client Services form along with a supplemental letter as explained below (#3) with the application or no later than 7 working days following the submission of the original application, and if a contract is awarded, to submit appropriate Quarterly Reports regarding HUB subcontracting activity. For applications totaling \$100,000 or more, compliance with these requirements is a condition of awarding a contract.

1. Are you certified as a Texas Historically Underutilized Business (HUB)? ☐ Yes ☐ No
If "Yes" - What percentage of the contract work will be completed by your employees? _____
2. If an award is issued, do you plan to utilize a HUB Subcontractor or Supplier for all or any portion of the contract?
☐ Yes ☐ No If "Yes" - What percentage of the total dollar amount of the award will be or is estimated to be subcontracted? _____
3. Attach supplemental documentation based on your answer to question #2 as follows: If "Yes" - List specific subcontracting or supply areas that compose the percentage amount listed; if "No" - Provide written explanation.

Quarterly Reports (Due December, March, June and September): If TDH determines you have complied with the good faith effort requirements and awards you a contract, you will be required to submit one of the following quarterly reports if you provide any HUB subcontracting opportunities:

Non-HUB Vendors: *Progress Assessment Report by Non-Historically Underutilized Businesses of Work Sub-Contracted (NON-HUB-PAR).*

HUB Vendors: *Progress Assessment Report by Historically Underutilized Business of Work Sub-Contracted (HUB-PAR-A).*

Applicant Representative Signature: _____

NOTE: A list of all General Service Commission certified HUBs may be electronically accessed through the Internet. Using a Web Browser (like Netscape, Mosaic, etc.), connect to **<http://www.gsc.state.tx.us>** (this is the GSC home page).



Contractor: _____ TDH Grant/Contract Name: _____ _____
--

**PROGRESS ASSESSMENT REPORT BY
NON-HISTORICALLY UNDERUTILIZED BUSINESS
OF WORK SUB-CONTRACTED (NON-HUB-PAR)**

Contractor Name: _____
Vendor Identification Number(VID#): _____
Mailing Address: _____
Total Contract Amount: \$ _____
Total Amount Paid to HUB Subcontractor(s): \$ _____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/Supplier	VID#, Social Security, or Federal ID #	\$ Amount Paid This Period	\$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
Second	Dec., Jan., Feb.	March 5th
Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
 Title _____
 Date _____
 Telephone # _____

Return to: Texas Department of Health
 Attn: TDH HUB Coordinator
 Bureau of Support Services
 1100 West 49th Street, G-103
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.



Contractor: _____ TDH Grant/Contract Name: _____ _____
--

**PROGRESS ASSESSMENT REPORT BY
HISTORICALLY UNDERUTILIZED BUSINESS
OF WORK SUB-CONTRACTED (HUB-PAR)**

Contractor Name: _____
Vendor Identification Number(VID#): _____
Mailing Address: _____
Total Contract Amount: \$ _____ **Total Amount Paid to HUB Subcontractor(s): \$** _____
% of Contract performed by Contractor's employees for reporting period: _____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/Supplier	VID#, Social Security, or Federal ID #	\$ Amount Paid This Period	\$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
Second	Dec., Jan., Feb.	March 5th
Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
 Title _____
 Date _____
 Telephone # _____
Return to: Texas Department of Health
 Attn: TDH HUB Coordinator
 Bureau of Support Services
 1100 West 49th Street, G-103
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.

J. LOBBYING FORMS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (Attach Continuation			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Sheets(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (Check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11. (Attach Continuation Sheets(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by Title 31 USC Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature _____ Print Name: _____ Title: _____ Legal Name of Applicant: _____ Telephone No: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI)
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If "other," specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SECTION III

A. INFORMATIONAL AND EDUCATIONAL ADVISORY COMMITTEE CALENDAR

Title X regulations, 42 CFR 59.6, specifically require each Title X grantee to provide assurances that informational and educational (I and E) materials developed or made available in Title X projects will be reviewed and approved by an advisory committee. The calendar should specify information about topics, presentation dates, and location(s). Please provide a calendar of committee meetings and/or events for the 12-month contract period of September 1, 2000 through August 31, 2001. The calendar should specify information about topics, location(s), and to the extent feasible, dates.

B. CONTRACTOR OBJECTIVES

The following section outlines six Title X contractor objectives. At the end of the contract period, you must be able to substantiate how you achieved your objectives, or explain why you were unable to meet them. The first four objectives have been designed to comply with program regulations of the Department of Health and Human Services (DHHS). The last two individualized objectives are specific to the needs of clients within the provider's geographic area(s). Although your methodologies/activities column may list a different set of activities for the FY 00/01 time period, the overall objectives should correlate to the objectives as described in your competitive FY 97/98 RFP. The total of six objectives must be quantified, attainable, and indicate a time frame. You will be required to report on these objectives at the end of the funding period.

Quantified:	Each objective is specific to its outcome <i>EXAMPLE- How many clients will be seen?</i> <i>How many referrals will be made?</i> <i>How many education sessions will be conducted?</i> <i>Who attended training sessions?</i>
Attainable:	Include what you actually expect to accomplish during the 12-month grant period.
Methodologies/ Activities:	Write the activities or methods (in chronological sequence) that will be used to achieve your objective.
Responsible Entity:	Indicate the name or position of the person primarily responsible for achieving each objective / activity.
Time Frame:	The time frame for accomplishing your program objectives should include the Title X contract year (Sep. 1, 2000, through Aug. 31, 2001).
Result/ Evaluation:	Indicate in specific terms how you will evaluate each activity. Title X providers are required to submit a year-end progress report indicating how they have met each objective. <i>The progress report is due 60 days after the end of the contract period. For example, your progress report for the FY 00 contract year will be due October 31, 2000. This report will cover the 12-month contract period from September 1, 1999 through August 31, 2000.</i>

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 1	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation
<i>IMPORTANT: For agencies that receive both X and XX funds, your performance measures on page 14 are considered a <u>subset</u> of the total unduplicated clients seen in a Title X clinic. The medical services below should include all encounters for which the primary purpose is to provide family planning services at a Title X clinic. This would include full-pay patients, Title XX patients, and Title XIX patients seen at any clinic designated as a Title X facility.</i>				
<p>Total unduplicated medical services in the 12-month period between Sep. '00 through Aug.'01.</p> <p style="text-align: right;">Estimated</p> <p>Women 19 and Under _____</p> <p>Women 20 to 34 _____</p> <p>Women 35 and Over _____</p> <p>Males - Medical Services _____</p> <p>Total Medical Clients _____</p> <p><u>Although education and outreach services</u> should not be counted in the medical unduplicated user figure for Objective One, education and outreach services are valued by TDH. Please indicate here the total number of educational and outreach clients you have served. This figure should not include any clients who also received medical services.</p> <p>Female Education and Outreach Services _____</p> <p>Male Education and Outreach Services _____</p> <p>Total Education and Outreach Clients: _____</p>	<p><u>Activities required by TDH:</u></p> <p>a. Offer information about reproductive anatomy and physiology and the value of fertility regulation in promoting individual and family health.</p> <p>b. Explain the range of available services, purpose, and sequence of the clinic procedures.</p> <p>c. Provide counseling to assure the client has the appropriate information to make an informed decision about birth control.</p> <p>d. Obtain a complete medical, gynecological, obstetrical, contraceptive, sexual, and family/social history.</p> <p>e. Perform a physical exam and appropriate lab procedures.</p> <p>f. Provide appropriate contraceptive supplies.</p> <p>g. Make appropriate referrals for problems.</p> <p>h. Ensure that clinic hours are convenient to those seeking services.</p>			

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 2	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation
To formulate community initiatives designed to increase general understanding of the value of family planning services, which may include promoting the safety and efficacy of contraceptive injections, IUDs, and vasectomies.				

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 3	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation
<p>To increase public awareness of the problem of adolescent pregnancy and formulate initiatives to address it.</p> <p>Select one of the following project objectives:</p> <ul style="list-style-type: none"> Provide outreach education for teens Develop an adolescent peer counselor program Establish a teen theater group Conduct teen risk behavior surveys Conduct a seminar(s) on teen decision-making and responsibility Deliver pregnancy prevention, HIV/STD prevention, and safer sex messages to high risk teens (e.g. homeless, dropouts, substance abusers, etc.) Deliver pregnancy prevention messages to teens of different cultural backgrounds. Establish a teen help line in your community Develop educational programs to improve parent-teen communication Deliver pregnancy prevention messages to teen males Adoption and/or promotion of a sexuality curriculum that includes a simple assessment of the most appropriate birth control method for the individual client. <p>Select objective: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>				

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 4	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation
To increase family violence/sexual abuse awareness and expand the availability of family violence and sexual abuse education and prevention services for staff and patients within the family planning provider community.				

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 5 (Individualized)	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation

CONTRACTOR OBJECTIVES: FY 00 - 01

Agency Name:				
Objective 6 (Individualized)	Methodologies/Activities	Responsible Entity	Time Frame	Result/ Evaluation

C. GENERAL BUDGET INFORMATION

1. General Information

Please complete the following budget pages using the ceiling amount of your original Title X contract for FY 00 as a baseline. The Program will give consideration to increasing costs of comprehensive reproductive health services during budget negotiations should additional Federal dollars be available for awards. During the contract term you may transfer funds between budget categories without prior TDH approval with the following exceptions:

If the contract amount exceeds \$50,000 and transfer between funds exceeds 10% of the accumulative total budget within the term of the contract; or

Transfers involving items which require prior approval. *EXAMPLES: equipment, transfer between a direct cost category item and an indirect cost category item, or substantive deviation from original scope of work.*

If you have questions about the preparation of your Title X budget, please call Winona Altmiller at 512-458-7444 ext. 2130.

2. Budget Requirements

Your Title X budget must include a detailed breakdown of cost categories and a narrative justification. Details of each cost category should be expressed using the forms provided. Definitions of the cost categories, instructions, and examples of how to itemize the contents of each cost category are also included. Your budget narrative should explain and justify the proposed budget request, and should be based upon your original FY 00 award. The budget category detail forms have space for a narrative; however, if more space is needed, attach additional sheets of paper to the respective budget category detail form. Computer generated facsimiles may be substituted for any of the forms; however, the exact wording and format must be maintained.

3. Allowable and Unallowable Costs

Below is a brief listing of allowable and unallowable costs as prescribed by federal cost principles or TDH policy. Applicable federal cost principles provide additional information and guidance on allowable and unallowable costs.

An **allowable cost**, in accordance with federal cost principles, meets the following criteria:

- ✓ It is necessary and reasonable for proper and efficient administration of the funded program;
- ✓ It can be allocated to the funded program and is not a general expense needed to carry out the contractor's general responsibilities;
- ✓ It is authorized or is not prohibited under applicable laws or regulations;
- ✓ It conforms to applicable limitations or exclusions;
- ✓ It is consistent with applicable policies and procedures;
- ✓ It is treated consistently through the application of generally accepted accounting principles appropriate to the circumstances;
- ✓ It is not allocated or included as a cost of any other program; and
- ✓ It is the net sum of all applicable credits.

Unallowable costs, i.e., costs that may not be paid with TDH funds include, but are not limited to:

- ✗ Advertising and public relations costs other than those specifically allowed by terms of the contract attachment or those incurred for the purpose of personnel recruitment, solicitation of bids and disposal of surplus materials;
- ✗ Bad debts;
- ✗ Construction is not allowed without the prior written approval of TDH;
- ✗ Contingency reserve funds;
- ✗ Contributions and donations;
- ✗ Entertainment costs including amusement/social activities and their related costs (meals, beverages, lodgings, rentals, transportation, and gratuities) are not allowed unless the costs are directly related to the program's purpose and TDH has

- reviewed and issued prior written approval of the work plan components that relate to entertainment costs;
- ✗ Fines, penalties, late payment fees, bank overdraft charges;
 - ✗ Fundraising;
 - ✗ Interest (unless specifically authorized by applicable cost principles or authorized by federal or state legislation);
 - ✗ Lobbying.

4. Direct Costs

Direct costs are those that can be specifically identified with a particular award, project, service, scope of work or other direct objective of an organization. These costs may be charged directly to the TDH contract attachment (if applicant is awarded a contract). These costs may also be charged to cost objectives used to accumulate all costs pending distribution to specific contracts and other purposes. Direct cost categories include: personnel, fringe benefits, travel, equipment, supplies, contractual, and other.

5. Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The amount of indirect costs that may be charged to any resulting TDH contract attachment is determined by negotiation and will be defined in the contract budget attachment.

6. Audit Requirements

If required by OMB Circular A-133 and/or UGMS, applicant or applicant's authorized contracting entity shall arrange for a financial and compliance audit (Single Audit). Applicant may include in the budget request an amount for TDH's proportionate share of costs. The audit must be conducted by an independent CPA and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Audit services shall be procured in compliance with state procurement procedures, as well as the provisions of UGMS.

D. BUDGET SUMMARY INSTRUCTIONS AND FORM

The Budget Summary form on the next page should reflect funding from all sources that support the project described in your Title X application. Itemize the amount of support for each column. Sum columns A through H and sum columns I and J. Sum each row and place the totals in column 6. Definitions of each cost category immediately follow your Budget Summary, in the section titled “Definitions of Cost Categories, Instructions, and Examples.” For purposes of the Budget Summary, the column headings have the following meanings:

- Column 1: The amount of funds requested from the Texas Department of Health (TDH) for your Title X family planning program.
- Column 2: Federal funds awarded directly to applicant.
- Column 3: Funds awarded to applicant from other State of Texas governmental agencies.
- Column 4: Funds awarded to applicant by local governmental agencies (city, county, local health department, etc.).
- Column 5: Funds from other sources not previously addressed in columns 1-4 (third party reimbursements, private foundations, donations, fund-raising).
- Column 6: The sum of each row.

Program Income: Projected Earnings. Applicant must estimate the amount of program income that is expected to be generated during the budget period. For the purposes of Title X, program income (L on your Budget Summary) is the total of: 1) Title XIX, 2) Title XX, and 3) client fees. DO NOT include your Title X amount in this total.

Program Income: Performing Agency Share. Performing agency share is the total of: 1) Title XIX, 2) Title XX, 3) client fees, 4) in-kind, 5) donations, 6) agency funds, and 7) other. DO NOT include your Title X amount in this total. The dollar value of in-kind contributions (rather than a description of in-kind items) should be reflected. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the Budget Summary form.

Sources of Revenue. The amount of each of the 7 sources of revenue that make up the total of your Performing Agency Share (M on your Budget Summary) should be individually listed on the appropriate line.

Title X Amount. Please list your Title X amount here. This amount should be the same as your original FY 00 Title X award. This is also called the “receiving agency share.”

BUDGET SUMMARY

Legal Name of Applicant: _____

Cost Categories	TDH Funds Requested (1)	Direct Federal Funds (2)	Other State Agency Funds (3)	Local Funding Sources (4)	Other Funds (5)	Total (6)
A. Personnel	\$	\$	\$	\$	\$	\$
B. Fringe Benefits	\$	\$	\$	\$	\$	\$
C. Travel	\$	\$	\$	\$	\$	\$
D. Equipment	\$	\$	\$	\$	\$	\$
E. Supplies	\$	\$	\$	\$	\$	\$
F. Contractual	\$	\$	\$	\$	\$	\$
G. Construction	N/A	\$	\$	\$	\$	\$
H. Other	\$	\$	\$	\$	\$	\$
I. Total Direct Costs (A - H)	\$	\$	\$	\$	\$	\$
J. Indirect Costs (see below)	\$	\$	\$	\$	\$	\$
K. Total (Sum of I and J)	\$	\$	\$	\$	\$	\$
L. Program Income: Projected Earnings	\$	\$	\$	\$	\$	\$
M. Performing Agency Share	\$	\$	\$	\$	\$	\$

Indirect costs (J) are based on (mark the statement which is accurate):

G The applicant's most recently approved indirect cost rate (_____%). A copy is attached.

G The applicant's most recently approved indirect cost rate (_____%) is on file with TDH Fiscal Division.

G Uniform Grant Management Standards.

SOURCES OF REVENUE - Period September 1, 2000 through August 31, 2001

TITLE XIX \$ _____ IN-KIND \$ _____ AGENCY FUNDS \$ _____
 TITLE XX \$ _____ DONATIONS \$ _____ OTHER \$ _____
 CLIENT FEES \$ _____

TITLE X AMOUNT \$ _____ (This should be the same amount as your original FY 00 award.)

In-kind sources of revenue include local non-monetary contributions and volunteer services. **Donations** include monetary fund-raising contributions or client donations that are part of your agency's total budget. **Agency Funds** include local funds or revenue sharing monies. *Please remember that the "Other" class category in the budget summary table refers to COSTS, and the "Other" line in the Sources of Revenue row above refers to REVENUE.*

E. DEFINITIONS OF COST CATEGORIES, INSTRUCTIONS, AND DETAIL FORMS

PERSONNEL

DEFINITION: Actual salaries and wages for all staff positions in the proposed project that will provide direct care and administrative services (including clerical) to the project.

INSTRUCTIONS: Enter the following information for each position on the PERSONNEL Budget Category Detail Form: functional title, whether the position is existing or proposed, % of time dedicated to the project, any certification or license an individual must possess to be qualified for the position, the total annual salary, the amount of TDH funds requested for this position's salary (% of time dedicated to the project multiplied by the annual salary), whether the position is vacant or filled, and the justification for the position. Justification may include a brief description of the position's primary responsibilities and an explanation for the % of time dedicated to the project, why the position classification is appropriate (including license/certification requirements), and an explanation of reasonableness of the annual salary.

FRINGE BENEFITS

DEFINITION: Fringe benefits paid by the applicant on behalf of its employees. This includes employer contributions for social security, retirement, health and accident insurance, and workers' compensation insurance. Fringe benefits requested should represent actual benefits paid for employees.

INSTRUCTIONS: Itemize fringe benefits and indicate the % rate on the PERSONNEL Budget Detail Form.

TRAVEL

DEFINITION: The costs of transportation, lodging, meals and related expenses incurred by the applicant's staff while traveling to perform duties required by the proposed project are classified as travel. This includes personal auto mileage for travel by employees. Costs related to client transportation and registration fees should be classified as "Other," not "Travel."

INSTRUCTIONS: The TRAVEL Budget Category Detail Form requires information on local travel costs (travel and per diem) and information on conferences/workshops for which TDH funding is being requested. For local travel, enter the reimbursement rate for automobile mileage and the estimated number of miles to be traveled for the budget period. To calculate the total estimated local travel costs, multiply the local reimbursement rate per mile by the total estimated number of automobile miles. Enter the estimated per diem costs which may be associated with local travel and show the basis for cost (15 partial days x \$7 per partial day = \$105). The justification should include who or what position classification(s) will be traveling and why local travel is necessary to accomplish the project. For conferences/workshops, the following must be included for all attending for whom TDH funds are being requested: the name and/or description of the conference/workshop, the location (city), the number of persons attending, estimated travel, per diem, other related travel costs (excluding registration fees) and total costs for all attending. The justification should include how attendance at the conference/workshop will directly benefit the project and why it is necessary to accomplish the project.

All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy to your travel budget category detail table. If a written travel policy is not in place, TDH's travel policy will be used.

EQUIPMENT

DEFINITION: Equipment is defined as non-expendable, personal property that costs \$1,000 or more and has a useful life of more than one year. Some exceptional items are considered equipment if they cost \$500 dollars or more. These items are: fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, some types of medical and laboratory equipment. Medical and laboratory equipment that fall into the \$500 or more category are: 1) microscopes, 2) oscilloscopes, 3) centrifuges, 4) balances, and 5) incubators. Other medical and laboratory equipment not included in these five categories are not considered equipment unless the unit value is over \$1,000.00. The exceptional items

listed above will still be inventoried if their unit cost plus any items used with or attached to the unit is \$500.00 or greater. For items with component parts (i.e., computers), the aggregate cost must be considered when applying the \$500/\$1,000 threshold.

INSTRUCTIONS: Enter the following information on the EQUIPMENT Budget Category Detail Form for each type of equipment item: description of each item, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), state the purpose for the item(s) and why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable. Attach a complete specification or a copy of the proposed purchase order.

EXAMPLES OF EQUIPMENT DESCRIPTIONS

INCORRECT EXAMPLES

Computer-166 Mh Pentium

1 @ \$2,150

(Insufficient description/specification)

1 @ \$250 Laser Jet Printer

(This item would be moved to supplies as it is less than \$500.00).

10 modems @\$95 each

*(This item would be moved to supplies as equipment is priced **per unit** including freight.)*

CORRECT EXAMPLES

Packard Bell Multimedia C-110, Hard Drive 1081.7

MB; 14.4 AMPS modem fax; .44 MB 3.5" diskette

drive, CD ROM 4X CDR-173; Mouse, Color monitor; Keyboard, Windows '95 pre-installed.

1 @ \$2,150

24" Zenith Portable TV/VCR Combination;

Model #Z12345

1 @ \$750

SUPPLIES

DEFINITION: Supplies are materials necessary to carry out the program. This includes medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, plus any equipment with a purchase price including freight less than \$1,000 per item. Any of the exceptional items (fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, some types of medical and laboratory equipment as defined above) that cost less than \$500 are also considered supplies.

INSTRUCTIONS: Enter the following information in the SUPPLIES Budget Category Detail Form for each general category or type of supplies: description of the items, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), and state the purpose for the item(s), why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable.

CONTRACTUAL

DEFINITION: The contractual section includes only costs incurred for health or health-related services rendered directly to the applicant's clients by a third party. Examples of the services that may be included in this category are: counseling, education, nursing, lab fees, physician's fees, radiology, pharmacy, therapy, etc. Travel by these individuals should be included in this category if they are delivering client services. Contracts for administrative services are not included in this category; they are properly classified in the Other category.

If the applicant enters into grant contracts with subrecipients or procurement contracts with vendors, the documents will be in writing and will comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Texas Department of Health Grant Contracts.

If an applicant plans to enter into a contract which delegates a substantial portion of the scope of the project i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, the applicant must submit justification to TDH and receive prior written approval from TDH before entering into the contract.

INSTRUCTIONS: The **CONTRACTUAL** Budget Category Detail Form requires the names of the individuals or organizations performing the services, a description of the services being contracted, the number of hours or units of service to be purchased, the method of reimbursement (cost reimbursement or unit cost), unit cost if applicable and total amount of each subcontract. Justification should include why applicant intends to contract for the service, why the service is necessary to perform the scope of work and how the applicant will ensure that the cost of the service is reasonable.

Justification for contracts that delegate a substantial portion of the scope of the project i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, must be behind the **CONTRACTUAL** Budget Category Detail Form.

CONSTRUCTION -

TDH does not fund construction projects.

OTHER

DEFINITION: All other allowable direct costs not listed in any of the above categories are to be included in this category. Some of the major costs that should be budgeted in this category are:

- * contracts for administrative services or non-medical services;
- * space and equipment rental;
- * utilities and telephone expenses;
- * data processing services;
- * printing and reproduction expenses;
- * postage and shipping;
- * contract clerical or other personnel services;
- * janitorial services;
- * exterminating services;
- * security services;
- * insurance and bonds;
- * equipment repairs or service maintenance agreements;
- * books, periodicals, pamphlets, and memberships;
- * advertising;
- * registration fees;
- * patient transportation;
- * training costs, speakers fees and stipends.

INSTRUCTIONS: The **OTHER** Budget Category Detail Form requires a general description of the service and the cost. The justification should include an explanation of the purpose of the service and how it is necessary for the completion of the activity. The justification should also include a statement of when services will be utilized if other than the full RFP budget period.

TOTAL DIRECT CHARGES

The amount entered on row I, Total Direct Costs, is the sum of all direct cost categories (A through H).

INDIRECT COSTS

DEFINITION: Those costs related to the project that are not included in direct costs. Indirect costs are those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily identified with a particular cost center and which may be paid if allowable under the funding source.

The applicant may negotiate an indirect cost rate with its federal oversight agency or state coordinating agency. If there is no assigned agency, TDH's Fiscal Division may provide guidance on how to have an agency assigned or TDH's Fiscal Division may review the applicant's cost allocation plan and negotiate an approved indirect cost rate. The TDH Fiscal Division will maintain a listing of agencies and their approved rates. To obtain information about cognizant agencies or negotiating an indirect cost rate, contact the TDH Fiscal Division at (512) 458-7435.

If the applicant does not have an approved indirect cost rate and does not intend to negotiate one, then funds may be budgeted in accordance with Uniform Grant Management Standards (UGMS) which reads as follows:

"In lieu of determining the actual indirect costs of the service for which a state award is made, a grantee may recover up to 10 percent of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation [of direct salary and wage costs]. Applicants choosing this method of indirect cost recovery are prohibited from seeking recovery using a cost allocation plan, rate or other methods for the same period."

INSTRUCTIONS: A Budget Category Detail Form has not been developed for the Indirect Cost Category. Applicant should indicate the indirect cost rate (if applicable) on the BUDGET SUMMARY page and mark the box which contains the appropriate statement regarding the support for the indirect charge. If applicant attaches a copy of the most recently approved indirect cost rate, it should be placed behind the OTHER Budget Category Detail Form.

TOTAL

The amount to be entered on row K Total, of the BUDGET SUMMARY form, is the sum of Total Direct Costs and Indirect Costs (I + J).

PROGRAM INCOME

NOTE- Title X operates on a total budget concept as directed by federal program requirements. As such, the program income allocation formula defined in other program sections of this RFP does not apply to Title X.

DEFINITION: All revenue directly generated by a TDH contract-supported activity or earned as a result of a TDH contract during the contract term (beginning and ending dates). This includes fees or charges made by the contractor in connection with activities supported in whole, or in part, by a federal/state contract. This income will be identified and reported quarterly and annually utilizing the report forms identified in the contract.

For more information about program income, refer to the Program Income Article in the General Provisions for TDH Grant Contracts, or, request a copy of TDH Financial Administrative Procedures Manual from your Grants Management Division representative, or access the Financial Administrative Procedures Manual for TDH Contractors at:

. <http://www.tdh.state.tx.us/grants/vhome.htm>.

Examples Of Program Income

fees received for personal services performed in connection with and during the period of contract support;
tuition and fees when the course of instruction is developed, sponsored, and supported by the applicable contract from state or federal sources;

sale of services such as laboratory tests or computer time; or payments received from patients or third parties for medical or hospital service, such as Title XIX or Title XX reimbursements, insurance payments, or patient fees. These payments may be made under either a cost reimbursement or a fixed price agreement; lease or rental of films or video tapes; and rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.

INSTRUCTIONS:

Program Income: Projected Earnings. Applicant must enter on the Budget Summary the estimated amount of program income that is expected to be generated during the budget period. For the purposes of Title X, program income (L on your Budget Summary) is the total of: 1) Title XIX, 2) Title XX, and 3) client fees. DO NOT include your Title X amount in this total.

Program Income: Performing Agency Share. Performing agency share is the total of: 1) Title XIX, 2) Title XX, 3) client fees, 4) in-kind, 5) other, and 6) donations. DO NOT include your Title X amount in this total. The dollar value of in-kind contributions (rather than a description of in-kind items) should be reflected. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the Budget Summary form. To the extent feasible, donated or volunteer services will be supported by the same methods that the applicant uses to support the allocability of regular personnel costs. Applicant must provide supporting documentation of the reasonableness and value of donated and volunteer services.

On the following pages please detail each category for which you are requesting Title X funds.

PERSONNEL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Functional Title + Code E=Existing P=Proposed	% Time	Certification/ License Required	Total Annual Salary	Salary Requested for Project	Vacant Y/N	Justification
FRINGE BENEFITS: Itemize the elements of fringe benefits in this space. Attach an additional sheet of paper if more space is required.				SALARY TOTAL		\$ _____
				FRINGE BENEFITS RATE		_____ %
				FRINGE BENEFITS TOTAL		\$ _____

TRAVEL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

LOCAL TRAVEL COSTS (Travel and Per Diem)

Mileage Reimbursement Rate	Estimated Number of Miles	Estimated Mileage Cost	Estimated Per Diem Costs	Estimated Total Local Travel Costs (Mileage plus Per Diem)	Justification (Include who or what position will be traveling, area or locations to cover, and why local travel is necessary to accomplish the project.)

CONFERENCE/WORKSHOP COSTS

Name and/or Description of Conference/Workshop	Location (City)	# Attending (for whom TDH funds are requested)	Estimated Travel Cost (# of Miles x Reimbursement Rate; Estimated Airfare, etc.)	Estimated Per Diem Cost	Estimated Related Travel Costs (taxi, etc.)	Estimated Total Conference/Workshop Cost	Justification
	TOTALS:	#	\$	\$	\$	\$	\$

NOTES: All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy to your travel budget category detail form. If a written travel policy is not in place, TDH's travel policy will be used. Only persons listed on the Title X budget can be supported by the travel in these categories. Be sure to note both in-state and out-of-state travel.

EQUIPMENT Budget Category Detail Table

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for equipment: \$ _____

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. Equipment is defined by TDH as non-expendable personal property with a unit cost of more than \$1,000.00 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, medical and laboratory equipment which cost over \$500. Medical and laboratory equipment in this classification are defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories are not considered a capital asset unless the unit value is over \$1,000. These exceptions must be approved for purchase as equipment and are considered capital assets for inventory purposes.

DESCRIPTION OF ITEMS	COST PER UNIT/# OF UNITS	TOTAL	PURPOSE & JUSTIFICATION

NOTES: Printers are NOT included in the package with a computer purchase. Printers are a separate equipment item.

SUPPLIES Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for supplies: \$ _____

Itemize, describe and justify the supply items listed below. Costs may be categorized by each general type (e.g. office, computer, medical, educational, janitorial, etc.).

DESCRIPTION OF ITEMS	COST PER UNIT/# OF UNITS	TOTAL	PURPOSE & JUSTIFICATION

CONTRACTUAL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for contractual: \$ _____

List only contracts for health or health-related services provided directly to applicant's clients by a third party. If a third party is not yet identified, describe the service to be contracted and show Contractor Name as "To be named." Justification for any contract that delegates a substantial portion of the scope of the project i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, must be attached behind this form.

Contractor Name (Agency or Individual)	Description of Services (Scope of Work)	Method of Reimbursement (Cost Reimbursement or Unit Cost)	# of Hours or Units of Service	Unit Cost Rate (If Applicable)	Total	Justification

OTHER Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for other: \$ _____

Description	Cost (Include # of Units x Unit Cost if applicable)	Purpose and Justification

F. HISTORICALLY UNDERUTILIZED BUSINESSES

*Separate HUB forms must be completed for each funding source for which you are applying. Please complete the following HUB forms if you are applying for **Title X funds**.*

Historically Underutilized Businesses (HUBs). In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and 1 Texas Administrative Code (TAC), Sections 111.11-111.24, state agencies are required to make a good faith effort to assist HUBs in receiving contract awards issued by the state. The goal is to promote full and equal business opportunity for all businesses in contracting with the state. It is the intent of TDH that all TDH contractors make a good faith effort to subcontract with HUBs during the performance of the contract and to report their HUB subcontract activity to TDH on a quarterly basis.

If an application request will exceed \$100,000, there are specific good faith effort requirements that an applicant **must comply with as a condition of receiving a TDH contract award**. Copies of the applicable sections of TAC are available upon request.

Included on the following pages is the TDH “Good Faith Effort Program/Client Services Form,” as well as the quarterly reporting forms that are required if there are HUB subcontracting opportunities. The TDH HUB Program will review the required documentation and make any necessary follow-up contact with applicants. All questions concerning HUBs and TDH’s HUB Program should be directed to the TDH HUB Office Coordinator at 1-800-243-7487.

HUB DEFINITION

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as an entity with its principal place of business in this state that is:

- A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation’s control, operation, and management;
- B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by a economically disadvantaged person;
- C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership’s control, operation, and management;
- D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

“Economically disadvantaged person” is defined in Texas Government Code §2161.001(3) as “. . . a person who is economically disadvantaged because of the person’s identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.”



Applicant Name: _____
Application/RFP Deadline: _____
TDH RFP Name: _____

**TEXAS DEPARTMENT OF HEALTH
HUB GOOD FAITH EFFORT PROGRAM(GFEP)/CLIENT SERVICES FORM**

In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and Title 1 Texas Administrative Code (TAC) §111.11 through §111.24, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. The goal of this program is to promote full and equal business opportunities for all businesses in contracting with the state. See back of form for HUB definition.

The Texas Department of Health (TDH) is very committed to the HUB program and shall make a good faith effort to utilize HUBs in contracts for commodities and service purchases. TDH will achieve annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. A *subcontractor* is an entity that enters into a contract with a contractor (vendor) to provide the goods or services for which the contractor is responsible under the terms of its contract with TDH.

It is the intent of TDH that *all* TDH contractors make a good faith effort to subcontract with HUBs during the performance of their contract; however, **any business that enters into a Client Services contract with TDH for \$100,000 or more shall be required to make a good faith effort to award subcontracts to HUBs to meet the goal of 18.10%.** Any combination of the following subcontracting areas may be used to satisfy this goal:

- Commodity purchases (e.g. medical supplies, office supplies, laboratory supplies)
- Professional Services (e.g. physicians, nursing, laboratory services, pharmacy)
- Other Services (e.g. legal services, consulting, maintenance/repair services, computer services)

This Good Faith Effort Program goal does not prevent any business group from participating in contracting opportunities with the State of Texas. Further assistance and/or copies of the applicable sections of 1 TAC can be obtained by contacting the TDH HUB Program at (512) 458-7111, extension 3760 or 1-800-243-7487.

INSTRUCTIONS:

Applications for contract funds totaling less than \$100,000 - Applicants are encouraged to voluntarily comply with the HUB Good Faith Effort Program, complete and return this HUB Good Faith Effort Program/Client Services Form with the application, and if a contract is awarded, to submit Quarterly Reports regarding HUB subcontracting activity. However, for applications less than \$100,000, completion of this form and Quarterly Reports are not mandatory.

Applications for contract funds totaling \$100,000 or more - Applicants are required to: comply with the HUB Good Faith Effort requirements, complete and return this HUB Good Faith Effort Program/Client Services form along with a supplemental letter as explained below (#3) with the application or no later than 7 working days following the submission of the original application, and if a contract is awarded, to submit appropriate Quarterly Reports regarding HUB subcontracting activity. For applications totaling \$100,000 or more, compliance with these requirements is a condition of awarding a contract.

1. Are you certified as a Texas Historically Underutilized Business (HUB)? ____Yes ____No
If "Yes" - What percentage of the contract work will be completed by your employees? _____
2. If an award is issued, do you plan to utilize a HUB Subcontractor or Supplier for all or any portion of the contract?
____Yes ____No If "Yes" - What percentage of the total dollar amount of the award will be or is estimated to be subcontracted? _____
3. Attach supplemental documentation based on your answer to question #2 as follows: If "Yes"- List specific subcontracting or supply areas that compose the percentage amount listed; if "No"- Provide written explanation.

Quarterly Reports (Due December, March, June and September): If TDH determines you have complied with the good faith effort requirements and awards you a contract, you will be required to submit one of the following quarterly reports if you provide any HUB subcontracting opportunities:

Non-HUB Vendors: *Progress Assessment Report by Non-Historically Underutilized Businesses of Work Sub-Contracted* (NON-HUB-PAR).

HUB Vendors: *Progress Assessment Report by Historically Underutilized Business of Work Sub-Contracted* (HUB-PAR-A).

Applicant Representative Signature: _____

NOTE: A list of all General Service Commission certified HUBs may be electronically accessed through the Internet. Using a Web Browser (like Netscape, Mosaic, etc.), connect to <http://www.gsc.state.tx.us> (this is the GSC home page).



Contractor: _____
 TDH Grant/Contract Name: _____

**PROGRESS ASSESSMENT REPORT BY
 NON-HISTORICALLY UNDERUTILIZED BUSINESS
 OF WORK SUB-CONTRACTED (NON-HUB-PAR)**

Contractor Name: _____
 Vendor Identification Number(VID#): _____
 Mailing Address: _____
 Total Contract Amount: \$ _____
 Total Amount Paid to HUB Subcontractor(s): \$ _____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/Supplier	VID#, Social Security, or Federal ID #	\$ Amount Paid This Period	\$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
Second	Dec., Jan., Feb.	March 5th
Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
 Title _____
 Date _____
 Telephone # _____
Return to: Texas Department of Health
 Attn: TDH HUB Coordinator
 Bureau of Support Services
 1100 West 49th Street, G-103
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.



Contractor: _____ TDH Grant/Contract Name: _____ _____
--

**PROGRESS ASSESSMENT REPORT BY
HISTORICALLY UNDERUTILIZED BUSINESS
OF WORK SUB-CONTRACTED (HUB-PAR)**

Contractor Name: _____
Vendor Identification Number(VID#): _____
Mailing Address: _____
Total Contract Amount: \$ _____ **Total Amount Paid to HUB Subcontractor(s): \$** _____
% of Contract performed by Contractor's employees for reporting period: _____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/Supplier	VID#, Social Security, or Federal ID #	\$ Amount Paid This Period	\$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
Second	Dec., Jan., Feb.	March 5th
Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
 Title _____
 Date _____
 Telephone # _____

Return to: Texas Department of Health
 Attn: TDH HUB Coordinator
 Bureau of Support Services
 1100 West 49th Street, G-103
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.

G. TITLE X FEDERAL ASSURANCE OF COMPLIANCE

_____ assures that it will:
(Name of Organization)

1. Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
2. Provide services in a manner which protects the dignity of the individual.
3. Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies or marital status.
4. Not provide abortions as a method of family planning.
5. Provide that priority in the provision of services will be given to persons from low income families.

Further, _____ certifies that it will:

1. Encourage family participation in the decision of the minor seeking family planning services.
2. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.

From Part 59-- Grants for Family Planning Services, Subpart A, Section 59.5(a) 2, 3, 4, 5, and 6.

(Signature)

(Title)

(Date)

TDH PROGRAM ASSURANCES - TITLE X

Any agency accepting Title X funding must adhere to the Program Guidelines for Project Grants for Family Planning Services. The following assurances reflect these program guidelines and are included for your review and signature. As the grantee, the Texas State Family Planning Program must maintain a signed copy of these assurances. Please have the authorized individual in your agency sign the enclosed assurances and include them with your proposal submission.

_____ (Agency Name) hereby provides assurance that it shall:

1. Adhere to all federal regulations applied to the use of the Title X funds as interpreted through policy of the Texas Department of Health except where otherwise provided by law.
2. Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including infertility services and services for adolescents). If an organization offers only a single method of family planning, such as natural family planning, it may participate as part of a project as long as the entire project offers a broad range of family planning services.
3. Provide that no charge will be made for services provided to any person from a low-income family (at or below 100% of federal poverty guidelines) except to the extent that payment will be made by a third party (including a Government agency) which is authorized to or is under legal obligation to pay this charge.
4. Provide that charges will be made for services to persons other than those from low-income families in accordance with a schedule of discounts based on ability to pay. Charges to persons from families whose annual income exceeds 250% of the levels set forth in the most recent Community Services Administration Income Poverty Guidelines (45 CFR 1060.2) will be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.
5. Ensure that all reasonable efforts will be made to obtain third-party payments without application of any discounts if a third party (including a Government agency) is authorized or legally obligated to pay for services. When the cost of services is to be reimbursed under Title XIX or Title XX of the Social Security Act, a written agreement with the Title XIX or Title XX agency is required.
6. Provide services in compliance with the Family Planning Agency Standards for Titles V, X, XIX, and XX.
7. Provide for an Informational and Educational Advisory Committee that will review and approve all information and educational materials developed or made available prior to their distribution.
8. Provide medical services related to family planning (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination, contraceptive supplies); and necessary referral to other medical facilities when indicated; and provide for the effective usage of contraceptive devices and practices.
9. Provide for social services related to family planning, including counseling, referral to and from other social and medical service agencies, and ancillary services which may be necessary to facilitate clinic attendance.
10. Provide a plan for community education designed to (a) achieve community understanding of the objectives of the program, (b) inform the community of the availability of services, and (c) promote continued participation in the project by persons to whom family planning services may be beneficial.
11. Provide an orientation and in-service training plan for all project personnel for skills development and/or continuing education based on an assessment of training needs.
12. Provide services without imposing any residency requirement or requirement that the patient be referred by a physician.
13. Provide that family planning medical services will be performed under the direction of a licensed physician with special training or experience in family planning.
14. Provide that all services purchased for project participants will be authorized by the project director or her/his designee on the project staff.

15. Provide for coordination and use of referral arrangements with other providers of health care services, local health and human service departments, hospitals, voluntary agencies, and health service projects supported by other Federal programs. Applicant agrees to interface with the applicable public health regional office for the development and maintenance of coordinated systems of care.
16. Provide that if family planning services are provided by contract or other similar arrangements with actual service providers, services will be provided in accordance with a plan which establishes rates and methods of payment for medical care (i.e., M.D./N.P. Contracts). These payments must be made under agreements with a schedule of rates and payment procedures maintained by the contractor. The contractor must be prepared to substantiate that these rates are reasonable and necessary.
17. Provide, to the maximum reasonable extent, an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's need for family planning services.
18. Ensure that the project has agreements and procedures within the community for referral of pregnant women to agencies providing needed services such as adoption agencies, foster homes, prenatal care, services related to abortion, and adolescent pregnancy prevention services.
19. Ensure that the project has a written operating policy, approved by a governing board, which provides for the participation of the family, when feasible, in the family planning project.
20. Ensure that all third party reimbursements are returned to the family planning program of use by the family planning program.
21. Ensure that formal quality assurance activities are performed at least annually.

Name of Authorized Representative	Title
Legal Name of Agency	Date

TDH TITLE X FPAR ASSURANCE

All Title X contractors are required by the U.S. Department of Health and Human Services to submit the Family Planning Annual Report (FPAR) document on an annual basis. The FPAR is used to monitor programs and to ensure compliance with legislative intent. It must be completed each year and sent to TDH in January. The report covers the period from December 1 through November 30 of the previous year, unless otherwise noted. Agencies that become operational later in the calendar year should submit reports based on the portion of the year that their program(s) were operational. This statement of willingness to provide FPAR information in a timely manner using the required forms must be submitted with your application.

_____ (Agency Name) hereby provides assurance that:

The applicant agency is informed about the content of the FPAR and agrees to comply with all terms and conditions as stated in this document as well as in the FPAR requirements.

The person whose signature appears below is authorized to sign this assurance on behalf of the applicant agency.

Name of Authorized Representative	Title
Legal Name of Agency	Date

APPENDIX A
REGIONAL DIRECTORS AND
PROGRAM CONTACTS

PUBLIC HEALTH REGIONS

PUBLIC HEALTH REGION 1

Charles Bell, MD
Regional Medical Director
Jon Huss, Asst. Reg. Dir. for Admin.

Regional Headquarters

Lubbock 1109 Kemper 79403
806/744-3577
FAX 806/741-1366

PUBLIC HEALTH REGIONS 2 & 3

James A. Zoretic, MD, MPH
Public Health Regional Director
Bill Harris, CPA, CFE, Asst. Reg. Dir. for Admin.

Regional Headquarters

Arlington P. O. Box 181869 76096-1869
1351 E. Bardin 76018
817/264-4000
FAX 817/264-4420, *817/264-4455

PUBLIC HEALTH REGIONS 4 & 5 NORTH

Paul K. McGaha, DO, MPH
Public Health Regional Director
Becky Berryhill, Asst. Reg. Dir. for Admin.

Regional Headquarters

Tyler 1517 W. Front Street 75702
903/595-3585
FAX 903/593-4187

PUBLIC HEALTH REGIONS 6 & 5 SOUTH

H. Mark Guidry, MD, MPH
Public Health Regional Director
Greta Etnyre, MS, RD, Asst. Reg. Dir. for Admin.
Regional Headquarters

Houston 5425 Polk, Suite J 77023
713/767-3000
FAX 713/767-3049

Direct fax number for regional director and assistant regional
director for administration

PUBLIC HEALTH REGION 7

James K. Morgan, MD, MPH
Public Health Regional Director
Tom Bever, Asst. Reg. Dir. for Admin.

Regional Headquarters

Temple 2408 South 37th Street 76504-7168
254/778-6744
FAX 254/778-4066

PUBLIC HEALTH REGION 8

W. S. Riggins, Jr., MD, MPH
Public Health Regional Director
Anita Martinez, Asst. Reg. Dir. for Admin.

Regional Headquarters

San Antonio 7430 Louis Pasteur Dr. 78229
210/949-2000
FAX 210/949-2010, *210/949-2015

PUBLIC HEALTH REGIONS 9 & 10

Miguel A. Escobedo, MD, MPH
Public Health Regional Director
Gale Morrow, Asst. Reg. Dir. for Admin.

Regional Headquarters

El Paso P.O. Box 9428 79995-9428
6070 Gateway East
Suite 401 79905-2060
915/774-6201
FAX 915/774-6280, *915/783-1138

PUBLIC HEALTH REGION 11

Brian Smith, MD, MPH
Public Health Regional Director
Sylvia Garces-Hobbs, Asst. Reg. Dir. for Admin.

Regional Headquarters

Harlingen 601 W. Sesame Drive 78550
956/423-0130
FAX 956/444-3298

7/99

FAMILY PLANNING PROGRAM STAFF

All TDH E-mail Addresses use the following format unless otherwise noted: firstname.lastname@tdh.state.tx.us

REGIONAL FAMILY PLANNING PROGRAM SPECIALISTS (RFPPS)

REGIONS 1, 7, 9, 10

Patricia Aranda

1101 Camino La Costa Suite 210

Austin TX 78752

Phone: (512) 467-9875 X 252

FAX: (512) 451-1468

Nancy Sanchez, Assistant

E-Mail: nancyl.sanchez@tdh.state.tx.us

Phone: (512) 467-9875 X 272

FAX: (512) 451-1468

REGIONS 2, 3

Floyd Dixon

1351 East Bardin Rd.

Rm 315 #62

Arlington, TX 76018

Phone: (817) 264-4456

FAX: (817) 264-4465

Kathy Johnson, Assistant

Phone: (817) 262-4000 x 2464

FAX: (817) 264-4465

REGIONS 4, 5, 6

June Cumberland

5425 Polk Avenue, Suite J

Houston, TX 77023

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CENTRAL OFFICE STAFF

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January, 2000

APPENDIX B GENERAL PROVISIONS

**GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS**

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GENERAL PROVISIONS FOR TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) hereby agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract and to uphold and abide by its terms and provisions. This contract consists of RECEIVING and PERFORMING AGENCY identifying data, Details of Attachment(s), authorized signatures, General Provisions, and Attachment(s) with detailed Scope(s) of Work, Special Provisions, budget(s), and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract on behalf of PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract, and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The time period of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the availability of funding for each Attachment for the term of the Attachment. PERFORMING AGENCY shall have no right of action against the State of Texas or RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its obligations under this contract as a result of lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

ARTICLE 4. Amendments

This contract may be amended only if the amendment is in writing and signed by individuals with authority to bind all parties. PERFORMING AGENCY shall not perform and RECEIVING AGENCY shall not pay for the performance of different or additional services, work, or products except pursuant to an amendment of this contract that is executed in compliance with this Article. RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than 90 days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification must include a reason for the delay.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable,

federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this contract.

The Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, Vernon's Texas Codes Annotated (VTCA), and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office, apply as terms and conditions of this contract and are adopted by reference in their entirety. If a conflict arises between the provisions of this contract and the provisions of UGCMA and UGMS, the provisions of UGCMA and UGMS will prevail unless expressly stated otherwise.

RECEIVING AGENCY must give prior approval for changes to contract Attachment(s) as specified by UGMS in "Part III-State Uniform Requirements for Grants and Cooperative Agreement, Subpart C-Post-Award Requirements, item __.30-Changes" and applicable federal Office of Management and Budget (OMB) circulars. RECEIVING AGENCY will provide copies of applicable OMB circulars, Code of Federal Regulations, and UGMS to PERFORMING AGENCY upon request. These documents are incorporated by reference as a condition of this contract.

PERFORMING AGENCY may not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency; federal or state; a Member of Congress; an officer or employee of Congress; an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352 and UGMS). If at any time this contract exceeds \$100,000, regardless of funding source, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

PERFORMING AGENCY, if a corporation, certifies by execution of this contract that its payment of franchise taxes is currently in "good standing" with the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tax Code, Chapter 171, VTCA). A false statement regarding franchise tax status is a material breach of this contract. If franchise tax payments become delinquent during the Attachment term, payments under this contract will be withheld until PERFORMING AGENCY's delinquent franchise tax is paid in full.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension;
- neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and
- it is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.* (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);

Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681-1683, and 1685-1686, which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;

The Age Discrimination Act of 1975, as amended, 42 USC §§6101-6107, which prohibits discrimination on the basis of age;

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;

Public Health Service Act of 1912, §§523 and 527, 42 USC §290 dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing; and,

The requirements of any other nondiscrimination statute(s).

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, age, sex, or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY's ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §§1324a *et seq.*, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, as amended, 42 USC §§288 *et seq.* and 6601 (P.L. 93-348 and P.L. 103-43) regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, which establish federal requirements for the

regulation and certification of clinical laboratories.

- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR §1910.1030, which set safety standards for those workers and facilities who may handle blood borne pathogens.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Article 9102, Texas Revised Civil Statutes (TRCS), as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code §165.004 (Vernon's Supp. 1998), relating to the promotion of breast-feeding by providing information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 406-0744.
- J. Environmental standards pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 (P.L. 91-90) and Executive Order 11514 "Protection and Enhancement of Environmental Quality."
 - (2) Notification of violating facilities pursuant to Executive Order 11738 "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
 - (3) Protection of wetlands pursuant to Executive Order 11990.
 - (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988.
 - (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*
 - (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 USC §§300f-300j (P.L. 93-523).
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- K. The Hatch Political Activity Act, 5 USC §§7321-29, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
- L. The Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable, concerning minimum wage and maximum hours.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Section 102 (a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards.

As required by Texas Family Code, §231.006, VTCA, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, PERFORMING AGENCY agrees to comply with these provisions, certifies that it is not ineligible to receive the payments specified in this contract, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, VTCA, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Chapter 41, *et seq.*, which cover compensation for employees' injuries.

When incorporated into a contract, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY shall comply with all applicable requirements of federal and state laws, executive orders, regulations and policies governing the activity described in Attachment(s), and with the applicable standard conditions or assurances prescribed by UGMS in "Part III-State Uniform Requirements for Grants and Cooperative Agreement, Subpart B-Pre-Award Requirements, item ____ .14-State Assurances."

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Intellectual Property

Texas Health and Safety Code §12.020(a), VTCA, authorizes RECEIVING AGENCY to apply for, register, secure, hold, and protect a patent, copyright, trademark or other evidence of protection or exclusivity issued in or for intellectual property.

"Intellectual property" consists of inventions; discoveries; improvements to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; computer software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; architectural works; words, names, symbols, devices, slogans or any combination thereof which have been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others; and any other creative works if they may be protected by a patent, copyright, trademark, service mark, collective mark, or certification mark or other evidence of protection or exclusivity whether or not protection or exclusivity has been applied for or received.

"Mark," for purposes of trademark and service mark, includes a word, name, symbol, device, slogan or any combination thereof which has been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others. Federal trademark law also provides for collective marks and certification marks.

"Patent" protects any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement.

"Work made for hire" is a work prepared by an employee within the scope of his or her employment; or a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, and the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

The term "works," for purposes of federal copyright law, includes software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works, sound recordings and architectural works.

All work performed that results in the production of original books, manuals, films, or other original material is the exclusive property

of RECEIVING AGENCY. All right, title, and interest in and to said property shall vest in RECEIVING AGENCY upon creation. All work performed shall be deemed to be a “work made for hire” for copyright purposes and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in RECEIVING AGENCY or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to RECEIVING AGENCY. RECEIVING AGENCY shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. PERFORMING AGENCY shall ensure all rights, titles, and interest in and to the intellectual property are secured to RECEIVING AGENCY from PERFORMING AGENCY and its subrecipients. PERFORMING AGENCY agrees to give RECEIVING AGENCY and agrees to require its subrecipients to give RECEIVING AGENCY, or any person designated by RECEIVING AGENCY, all assistance required to perfect the rights defined in this Article, without any charge or expense beyond those amounts payable to PERFORMING AGENCY for the services rendered under the contract.

If federal funds are used to finance activities supported by the contract Attachment(s) that result in the production of original books, manuals, films, or other original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number _____ from (federal awarding agency)” or “The project described was supported by grant number _____ from (federal awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency).”

In the event the terms of a federal grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, mark, and patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a contractor purchases ownership with grant support.

PERFORMING AGENCY may publish the results of the contract performance if those results are subject to copyright law at its expense with prior RECEIVING AGENCY review and approval. RECEIVING AGENCY will not withhold the approval unreasonably. If RECEIVING AGENCY withholds approval, PERFORMING AGENCY may still publish the results of the contract performance but shall not reference the Texas Department of Health in any manner. If RECEIVING AGENCY approves and owns the copyright, any publication should include “© Texas Department of Health, 1100 West 49th Street, Austin, Texas, (the year of publication), All Rights Reserved.” If PERFORMING AGENCY is the copyright holder, any publication shall include acknowledgment of the support received from RECEIVING AGENCY. At least six copies of any such publication must be provided to RECEIVING AGENCY. RECEIVING AGENCY reserves the right to require additional copies before or after the initial review.

PERFORMING AGENCY and any subrecipient, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations §401.14 or Federal Acquisition Regulations 52.227.11.

ARTICLE 9. Historically Underutilized Businesses

RECEIVING AGENCY shall comply with Texas Government Code, Chapter 2161, VTCA, and 1 TAC §§111.11-111.24 whereby state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state to purchase “goods,” which are defined as “supplies, materials, or equipment,” services, or public works.

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

PERFORMING AGENCY and its subrecipient(s), if any, are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members).

ARTICLE 10. Certification Regarding License, Certificate, or Permit

RECEIVING AGENCY may pay PERFORMING AGENCY only for personnel who are duly licensed and/or qualified to perform required services.

PERFORMING AGENCY certifies that no owner, operator, or administrator of PERFORMING AGENCY has had a license, certificate, or permit revoked by any of the Texas state agencies listed below:

Adjutant General's Department
Board of Private Investigators and Private Security Agencies
Interagency Council on Early Childhood Intervention
Texas Alcoholic Beverage Commission
Texas Cancer Council
Texas Children's Trust Fund of Texas Council
Texas Commission for the Deaf and Hard of Hearing
Texas Commission on Alcohol and Drug Abuse
Texas Commission on Jail Standards
Texas Commission on Law Enforcement Officers Standards & Education
Texas Commission on Fire Protection
Texas Council on Sex Offender Treatment
Texas Criminal Justice Policy Council
Texas Department of Criminal Justice
Texas Department of Human Services
Texas Department of Mental Health & Mental Retardation
Texas Department of Protective and Regulatory Services
Texas Department of Public Safety
Texas Department of Health
Texas Health & Human Services Commission
Texas National Guard Armory Board
Texas Polygraph Examiners Board
Texas Rehabilitation Commission
Texas Youth Commission

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Year-2000 Certification

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware and micro code products used

individually or together as a system to comply with RECEIVING AGENCY contract requirements will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted. Year-2000-compliant means that such product operates “accurately” in the manner in which it was intended as it relates to date related operations when given a “valid date” containing century, year, month, and day.

For purposes of this Article, “supplied or supported software, hardware, firmware and micro code products” does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing year-2000-compliant versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

1) “accurately” is defined to include the following:

- a) calculations must be correctly performed using four-digit year processing;
- b) functionality-on-line, batch including entry, inquiry, maintenance and updates must support four-digit year processing;
- c) interfaces and reports must support four-digit year processing;
- d) successful translation into year-2000 with the correct system date (e.g., 01/01/2000) must occur without human intervention;
- e) processing with a four-digit year after transition to any date beyond the year 2000 must occur without human intervention;
- f) correct results in forward and backward date calculation spanning century boundaries must be provided;
- g) correct leap year calculations must be performed; and
- h) processing correct results in forward and backward date calculation spanning century boundaries must occur, including the conversion of previous years currently stored as two digits;

2) “date integrity” shall mean all manipulations of time-related data (dates, durations, days of week, etc.) will produce desired results for all valid date values within the application domain;

3) “explicit century” shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;

4) “extraordinary actions” shall be defined to mean any action outside the normal documented processing steps identified in the product’s reference documentation;

5) “general integrity” shall mean no value for current date will cause interruptions in desired operation - especially from the 20th to 21st centuries;

6) “implicit century” shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;

7) “product” or “products” shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;

8) “valid date” shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) must obtain a warranty from any vendor/licensor from which it obtains product(s) that product(s) delivered and installed under the contract/license shall be able to accurately process valid date data when used in accordance with the product documentation provided by the contractor/ licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor’s standard commercial warranty or warranties contained in the contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product whose noncompliance is discovered and made known to the

contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license with respect to defects other than Year-2000 performance.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY's product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS as detailed in RECEIVING AGENCY's Financial Administrative Procedures Manual. Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY must bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions will be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient must become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY, if designated a 501(c)(3) organization as defined in the Internal Revenue Service Code or a for-profit organization, and its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY's monitoring processes. Further, PERFORMING AGENCY's governing board shall ensure separation of powers, duties, and functions of board members and staff. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance will provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY's employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract will not be used for matching purposes in securing other funding

unless otherwise directed or approved by RECEIVING AGENCY.

ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State & Local Governments	OMB Circular A-133	UGMS
OMB Circular A-21, Educational Institutions	OMB Circular A-133	OMB Circular A-110
OMB Circular A-122, Non-Profit Organizations	OMB Circular A-133 and UGMS	UGMS
48 CFR Part 31, For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular	Program audit conducted by an independent certified public accountant must be in accordance with Governmental Auditing Standards.	

* OMB Circulars shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY must have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract. PERFORMING AGENCY must incur cost(s) prior to requesting reimbursement under this contract. No later than 90 days after the end of the applicable Attachment term, RECEIVING AGENCY must receive vouchers from PERFORMING AGENCY for costs encumbered on or before the last day of the applicable Attachment term. Reimbursement requests submitted and postmarked more than 90 days following the end of the applicable Attachment term may or may not be reimbursed, at the discretion of RECEIVING AGENCY.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS. The audit shall be of PERFORMING AGENCY's or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within 30 days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY's Internal Audit Division.

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been satisfactorily performed and authorized in accordance with this contract.

PERFORMING AGENCY must submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY. PERFORMING AGENCY shall submit vouchers for reimbursement monthly within 30 days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than 90 days following the end of the applicable Attachment term(s). Reimbursement requests submitted and postmarked more than 90 days following the end of the applicable Attachment term may not be paid, at the discretion of RECEIVING AGENCY.

For any contract Attachments beginning on or after September 1, 1999, PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

RECEIVING AGENCY is required to place PERFORMING AGENCY on Direct Deposit status in accordance with Texas Government Code, §403.016(c), VTCA. PERFORMING AGENCY will no longer receive copies of vouchers.

Funding from this contract may not be used to supplant state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall maintain its current level of support, if possible.

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within 30 days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY. RECEIVING AGENCY may take repayment from funds available under any contract Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY must make the request on State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY's Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period, or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed an amount equal to the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds will be expended during the applicable Attachment term so that, after the final monthly billing, PERFORMING AGENCY will not have advance funds on hand.

If the Attachment is amended to increase or decrease the total amount, RECEIVING AGENCY may make an upward or downward adjustment to the allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY must submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may develop a fee-for-service system and a schedule of fees for personal health services in accordance with

the provisions of Chapter 12, Subchapter D, Health and Safety Code, VTCA; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

1. Additive method - add the program income to the funds already committed to the project by both parties. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated.
2. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY must expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) hereto to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health & Safety Code, §12.053, VTCA, title to all equipment and supplies purchased from funds from this contract will be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable property with an acquisition cost of more than \$1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is more than \$500, they will still be considered equipment, must be approved for purchase, and are considered capital assets for inventory purposes. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories is not considered a capital asset unless the unit value is more than \$1,000. Supplies which may be necessary to carry out the contract include medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software less than \$500, plus any equipment with a purchase price including freight not to exceed \$1,000 per item, except those defined as "equipment."

Unless initially listed and approved in the Attachment(s), prior written approval from RECEIVING AGENCY is required for any changes to approved equipment purchases meeting the above equipment definition. To receive approval to purchase data processing hardware and software or enhancements, PERFORMING AGENCY must submit a detailed justification and specification which include a description of features, make and model, and cost, etc.

PERFORMING AGENCY shall maintain a property inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING

AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

In the event of bankruptcy, PERFORMING AGENCY shall sever RECEIVING AGENCY property, equipment, and supplies in possession of PERFORMING AGENCY from the bankruptcy, and title shall revert to RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s), title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient.

Contracts with subrecipients shall be in writing and must include the following:

- name and address of all parties;
- a detailed description of the services to be provided;
- measurable method and rate of payment and total amount of the contract;
- clearly defined and executable termination clause;
- beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract; and
- all clauses required by state/federal statutes, executive orders, and their implementing regulations.

PERFORMING AGENCY agrees that all contracts with subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

Prior to entering into an agreement equaling \$25,000 or 25% of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY and the applicable OMB circulars;
- subrecipients complete required audits;
- an adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement shall be in writing and must contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).

Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).

Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).

Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.

Notice of RECEIVING AGENCY requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.

Access by the RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after RECEIVING AGENCY makes final payments and all other pending matters are closed.

Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC 1857(h)), §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4a) within 30 days following the end of each of the first three quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269a (TDH Form GC-4a), not later than 90 days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received. Failure to file a purchase voucher in a timely manner may result in RECEIVING AGENCY disallowing payment.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY other reports including financial reports RECEIVING AGENCY determines necessary to accomplish the objectives of this contract. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.

ARTICLE 25. Inspections

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be performed in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records,

if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to contract Attachment(s). RECEIVING AGENCY will have the right to audit billings both before and after payment. Payment under Attachment(s) will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY's records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY's resolution of findings will also be conveyed in writing to RECEIVING AGENCY within 30 days of receipt of RECEIVING AGENCY's findings. A RECEIVING AGENCY determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY shall retain, preserve and make available all required records for a period of three years from the date of the last expenditure report submitted under contract Attachment(s) or until all audit questions are resolved, or until any court orders requiring record retention are dissolved, whichever time period is longer. Microfilm copies of records required to be kept under the Attachment(s) may be substituted for the originals in accordance with guidelines and procedures approved by RECEIVING AGENCY, provided that the microfilm procedures are reliable and are supported by an adequate retrieval system, unless otherwise ordered by a court of general jurisdiction.

ARTICLE 27. Client Records

Notwithstanding any other provision herein, if requested by RECEIVING AGENCY, PERFORMING AGENCY shall share all patient information with RECEIVING AGENCY when the contract involves patient care by the PERFORMING AGENCY.

RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to another agency or to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

In the event of termination, RECEIVING AGENCY may require the transfer of client or patient records as authorized by law upon written notice to PERFORMING AGENCY, either to another entity that agrees to continue the service or to RECEIVING AGENCY.

At the end of the Attachment term, PERFORMING AGENCY shall give RECEIVING AGENCY access to the records or provide copies for audit, examination, evaluation, inspection, litigation, or other circumstances that may arise, to the extent authorized by law.

PERFORMING AGENCY, or any subrecipient, shall not otherwise transfer an identifiable client record, including a patient record, to another entity or person without written consent from the client or patient, or someone authorized to act on his or her behalf. Written consent must be given on a form provided by RECEIVING AGENCY or as otherwise authorized by law, including the Texas Medical Practice Act, Article 4495b, TRCS.

ARTICLE 28. Confidentiality

PERFORMING AGENCY shall have a system in effect to protect client or patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under this contract. PERFORMING AGENCY shall not disclose or transfer confidential client or patient information, including information required by the Reports Article, except in accordance with applicable law.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY's workplace policies based on the model guidelines, and PERFORMING AGENCY shall educate employees and clients concerning the human immunodeficiency virus (HIV) and its related conditions, including acquired immunodeficiency syndrome (AIDS), in accordance with the Health and Safety Code, §§85.112-114, VTCA.

ARTICLE 29. Hold Harmless

PERFORMING AGENCY, as an independent contractor, agrees to hold RECEIVING AGENCY and/or the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of PERFORMING AGENCY under this contract.

ARTICLE 30. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of contract, and will monitor PERFORMING AGENCY for both programmatic and financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. terminate all or a part of the contract. Termination is the permanent withdrawal of PERFORMING AGENCY's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a contract; (3) refusal to extend a contract or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception;
- B. suspend all or part of the contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY's authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. deny contract renewal or future contract awards to a PERFORMING AGENCY for a certain period of time not to exceed five years;
- G. delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;
- H. place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six months at which time items of noncompliance must be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive

- monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. demand repayment from PERFORMING AGENCY;
- O. reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract; and
- P. impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within 15 days of receipt of notice, a written response to RECEIVING AGENCY's program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY's decision is final and PERFORMING AGENCY must take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of the contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to a PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the contract scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;
- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of the contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY's conduct or inaction is an emergency shall be determined by RECEIVING AGENCY on a case-by-case basis and shall be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 31. Sanction Review

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, and denial of contract renewal or future contract awards.

PERFORMING AGENCY must make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY's notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon

which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY's position; and (7) a statement and authorities in support of PERFORMING AGENCY's position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY's representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY's representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 32. Breach of Contract

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 33. Termination

Each Attachment shall terminate upon the expiration date of the Attachment unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the contract term, all or a part of this contract may be terminated with or without cause as set out below.

A. Termination without cause.

- (1) Either party may terminate this contract with at least 90 days prior written notice to the other party.
- (2) The parties may terminate this contract by mutual agreement.
- (3) Either party may terminate this contract with at least 30 days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn.
- (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.

B. Termination for cause.

- (1) Either party may terminate for material breach of contract with at least 30 days written notice to the other party.
- (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for risky conduct by giving at least 30 days written notice to PERFORMING AGENCY. "Risky conduct" may include one or more of the following:
 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of the contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under the contract;

- (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
- (f) PERFORMING AGENCY's management system does not meet the UGMS management standards; or
- (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - (i) PERFORMING AGENCY fails to make payments;
 - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;
 - (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due;
 - (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within 30 days from the date of entry thereof, and within the 30-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles;
 - (v) A writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of PERFORMING AGENCY, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry;
 - (vi) PERFORMING AGENCY is adjudicated bankrupt or insolvent;
 - (vii) PERFORMING AGENCY files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
 - (viii) Any property or portion of the property of PERFORMING AGENCY is sequestered by court order and the order remains in effect for more than 30 days after PERFORMING AGENCY obtains knowledge thereof;
 - (ix) A petition is filed against PERFORMING AGENCY under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 30 days; or
 - (x) PERFORMING AGENCY consents to the appointment of a receiver, trustee, or liquidator of PERFORMING AGENCY or of all or any part of its property.

C. Emergency termination. RECEIVING AGENCY may terminate the contract immediately upon notice to PERFORMING AGENCY in an emergency by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will try to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 34. Void Contract

RECEIVING AGENCY may hold a contract void upon determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 35. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 36. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 37. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY RECEIVING AGENCY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT RECEIVING AGENCY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.